

**MEMORANDUM OF  
UNDERSTANDING**

**2022-2025  
CAMPBELL COUNTY BOARD  
OF EDUCATION**

**AND**

**THE EDUCATION  
PROFESSIONALS OF  
CAMPBELL COUNTY**

*This MOU is effective June 30, 2022 – June 30, 2025*

TABLE OF CONTENTS

BOARD AND TEACHER RELATIONS	2
PAYROLL DEDUCTIONS	2
FRINGE BENEFITS	2
LEAVES OF ABSENCE (Rules governing)	3
Paid Leaves	3-8
Sick Leave Bank + Guidelines	4-6
Unpaid Leaves	8
TEACHER PROTECTIONS	9
INVOLUNTARY TRANSFERS	10
WORKING CONDITIONS	10
GRIEVANCE PROCEDURE + Log	11-12
INSURANCE	14

\*procedure

## BOARD AND TEACHER RELATIONS

The Campbell County Board of Education agrees to:

- 1.** Post all current and updated board policies to the Campbell County Schools website. \*
- 2.** Advertise all vacant teaching and administrative positions on the Campbell County Schools website at least 5 working days before interviews and hiring. \*
- 3.** Post the agenda for board meetings, workshops, and committee meetings, including attachments and most recently approved minutes, on the Campbell County Schools website no later than three working days prior to the meeting. \*
- 4.** Include teachers from each grade level (elementary, middle, secondary) on the calendar committee to include representatives from employee organizations represented in collaborative conferencing. \*
- 5.** Provide full support for any assault upon a teacher in the discharge of their duties.  
([5.307](#))
- 6.** Permit professional teacher associations to post notices on appropriate bulletin boards and use teacher mailboxes for informational purposes. \*
- 7.** Permit professional teacher associations reasonable use of school buildings and facilities at no cost. <sup>(3.206)</sup>

\*procedure

## PAYROLL DEDUCTIONS

Provide payroll deductions at no cost for membership dues for each professional teacher association. ([2.802](#)) ([2.803](#))

## FRINGE BENEFITS

Teachers, spouses/partners, and their children shall be admitted free of charge to all events or programs produced or sponsored by the Campbell County School System when an admission or entry fee is charged. The employee shall present a valid Campbell County School System issued identification to redeem allocated admissions for free event entry.

## LEAVES OF ABSENCE

### Rules Governing

- 1.** Any seniority rights for teachers shall continue to accrue during all approved paid leave. ([5.304](#))
- 2.** All approved leave shall be recognized as continuous employment. ([5.304](#))
- 3.** Any teacher on approved leave shall be eligible for all benefits including, but not limited to, retirement and retention of individual contract status. ([5.304](#))
- 4.** All teachers on approved paid health leave shall continue to receive health insurance benefits at Board's expense and all other group fringe benefits provided by the Board. ([5.304](#))
- 5.** In the event of unpaid leave, each teacher shall be permitted to make his/her own and the Board's contribution toward all group fringe benefits requiring such a contribution. ([5.304](#))
- 6.** Upon return from any approved leave, all teachers shall have the right to be placed in a similar position held upon applying for such leave. ([5.305](#))

### Paid Leaves

#### **A. SICK LEAVE**

##### ACCRUAL

- 1.** Each teacher shall be credited with ten (10) days of sick leave on the first day of employment each school year (one for each month the employee will have potentially worked).
- 2.** Sick leave shall accumulate from year to year without limit.

\*procedure

- 3.** Any teacher who misses five (5) consecutive days must provide a doctor's excuse within ten (10) school days upon their return to use their sick leave. A falsified statement shall be grounds for dismissal.
  - a** To prevent being placed on automatic leave, in cases where the teacher cannot apply for leave under the Family Medical Leave Act, the teacher must provide documentation to the Director of Schools to justify their unpaid leave.
  - b** The Director of Schools has ultimate authority whether to grant a temporary leave for situations that fall outside of the Family Medical Leave Act.
  - c** The district will consider any unpaid leave for which there is not documentation and/or reasonable justification to be "neglect of duty."
  - d** An employee may appeal the Director of School's decision to the School Board.
  
- 4.** To remain on an automatic leave of absence for the balance of the contractual year, teachers must have a doctor's statement indicating they are not able to work. The Board may request a second opinion by a Board designated doctor at the Board's expense.  
If the second opinion doesn't agree, a third doctor shall be agreed upon by all parties. The cost of the third opinion will be paid by the Board. \*
  
- 5.** [Tennessee Code Annotated 49-5-716](#) states a teacher, including a teacher on preapproved leave or other type of leave, shall not be charged with a day of leave for any day on which the teacher's school or the school district is closed due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected event.
  
- 6.** Faculty/staff will be given specific details in writing from central office/administration in regards to COVID-19 and other infectious diseases of what duties are expected for example: handwashing, sanitizing areas, etc.
  
- 7.** When the safety of teachers' health, as related to COVID-19 and/or other infectious diseases, the Tennessee Department of Health guidelines will be followed.

## USAGE

- 1.** Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's spouse, partner, co-relational family members, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.
  
- 2.** Upon retirement of a teacher, accumulated sick leave days will be "bought" by the system at a rate of one hundred fifty dollars (\$150) per day and can be counted toward retirement.
  - a** Professional employees cannot use their sick days as a bridge to retirement unless they are using them for an approved leave as defined under the Family Medical Leave Act or under Usage, section 1, in this document.
  
- 3.** Any teacher who misses five (5) consecutive sick days must provide a doctor's excuse to use their sick leave. A falsified statement shall be grounds for dismissal.

\*procedure

### SICK LEAVE BANK \*

The sick leave bank shall be administered by the Board according to the following provisions and the sick leave bank guidelines which may be amended as necessary ([See TENNESSEE CODE ANNOTATED 49-5-8](#)).

- 1.** By written notification to the Campbell County Board of Education Central Office, a professional/certified employee may withdraw from sick leave bank participation on or before June 30<sup>th</sup>. Membership withdrawal results in forfeiture of all days contributed. ([Tennessee Code Annotated 49-5-806 d](#))
- 2.** Sick leave bank is intended solely for use in situations of catastrophic illness, where personal sick and personal leave of the bank member has been exhausted. It may only be utilized for bank members' personal catastrophic illness/injury.
- 3.** In order to ensure proper administration of the sick leave bank, members will make application for relief. Applications will be reviewed by the Sick Leave Bank Committee. The committee shall consist of professional/certified employee sick leave bank members appointed by the Chairman of the Campbell County School Board and the Director of Schools and approved by the Chairman and the Director of Schools. Nothing shall compel this committee to approve any application for relief. The decision of the committee is final.
- 4.** Applications will require a medical statement testifying to the illness and projected date for return to work. For the illness, the statement will provide the medical diagnosis and an estimate of time until recovery.
- 5.** The maximum number of days to be granted for each application will be ten (10) days. If a member requires more than ten days, another application may be submitted for review by the Sick Leave Bank Committee. There is a cap of thirty (30) days per year or per illness.
- 6.** Any professional/certified employee who wishes to join the sick leave bank must do so within four (4) weeks of the beginning of the school year or within four (4) weeks from the date they were hired, whichever is later.
- 7.** No professional/certified employee already on leave or otherwise unable to discharge his/her duties due to a health crisis of himself/herself will be eligible to initiate membership in the sick leave bank during the same school year.
- 8.** Applications will be available at the Central Office and must be returned to Central Office upon completion by the employee and the appropriate doctor.

### Trustees

1. Not later than thirty (30) days following the commissioner's authorization, the board of education and the employee organization shall each appoint from their membership two (2) persons to serve as trustees. The fifth trustee shall be the director of schools who shall serve as chair;
2. In the event any member is unable to be present at any meeting of the sick leave bank trustees, the member may appoint a representative to serve during a particular meeting if authorization is given in writing by the absent trustee;
3. In the event the professional employees are recognized for the purpose of negotiating, such recognized professional employees' organization shall appoint two (2) persons to serve. In the event there is no recognized

\*procedure

professional employees' organization for the purpose of negotiating or the previously recognized organization subsequently loses recognition, the organization that documents the largest number of paid professional employees as members on June 30 past shall be the organization to initially appoint or subsequently reappoint or replace the trustees at the end of a term;

4. All appointments shall be for three-year staggered terms and can be replaced only because of death, retirement, resignation or discontinuation of employment with the board of education or at the expiration of a term;
5. Any vacancy shall be filled for the remainder of the term by the appointing authority in the same manner as the original appointments were made;
6. Trustees are eligible to succeed themselves; and
7. The four (4) trustees originally appointed by the board of education and the employee organization shall draw lots for two (2) positions for three (3) years, and two (2) positions for two (2) years, to become effective August 1 next. Thereafter all terms begin on August 1.

### Participation

8. All persons employed in the school system who are entitled to sick leave under [Tennessee Code Annotated 49-5-710](#) are eligible to participate in the sick leave bank of that school system.
9. Upon the establishment of a sick leave bank and the selection of the trustees for the sick leave bank, the trustees shall notify all teachers in the system that they are eligible to participate in the sick leave bank. Following such notice, any teacher in the school system may indicate on forms prepared and approved by the trustees a desire to participate in the bank by submitting the forms to the office that handles records for sick leave for the school system.
10. Teachers electing to participate shall do so during the months of August, September or October of any year.
11. By written notice to the trustees, a member may withdraw from bank participation on any June 30. Membership withdrawal results in forfeiture of all days contributed.

### Leave Contributions

12. Any teacher who elects to participate in the bank shall initially have a maximum of three (3) days of sick leave deducted from such teacher's personal accumulation and donated to the sick leave bank. Teachers who have already contributed this amount will have an annual contribution of one (1) day. If the trustees feel the balance is more than sufficient, they would waive the contributions for a given year.
13. Donations of sick leave to the bank are nonrefundable and nontransferable.
14. At any time the number of days in the sick leave bank is less than forty (40), or two full-benefit withdrawals, the trustees shall assess each member one (1) or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.

### Use of Bank

15. The sick leave bank trustees shall administer the sick leave bank and approve or reject each request for additional sick leave. All actions of the trustees will require three (3) affirmative votes.
16. The form and manner of application for use of leave from the bank shall be prescribed by the trustees.
17. The trustees shall act either affirmatively or negatively on all applications within ten (10) calendar days of the application.
18. Members of the sick leave bank shall be eligible to make application to the bank for sick leave only after having been a member of the bank for thirty (30) calendar days.

\*procedure

19. A participant shall not receive any sick leave from the bank until after having exhausted all accumulated sick and personal leave, including all paid board extensions.
20. The trustees may establish regulations restricting the number of days that may be withdrawn from the bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the teacher elected to participate in the bank.
21. Grants of sick leave from the bank shall not be made to any member on account of any elective surgery or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local teachers' retirement plan.
22. Leave grants from the bank, approved by the trustees, shall not be more than twenty (20) consecutive days for which the individual applicant would have otherwise lost pay. Applicants may submit requests for extensions of such leave grants before or after their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of any one (1) illness, recurring diagnosed illness or accident is ninety (90).
23. In the event a member is physically or mentally unable to make a request to the sick leave bank for use of sick leave days, a family member or agent may file the request.
24. If the trustees determine it necessary, they *must* require a physician's certificate of condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave days from the bank.
25. Sick leave granted a member from the bank need not be repaid by the individual except as all members are uniformly assessed.
26. All records of the sick leave bank shall be kept in or by the office of the school system that handles regular sick leave records. The trustees shall inform this office of all applications they approve and the amount of additional leave granted the member.
27. There must be a medical certification signed by a license physician for all illness or injury claims and extensions.
28. A member shall lose the right to obtain the benefits of the sick leave bank by:
  1. Resignation or termination of employment with the local school system;
  2. Cancellation of participation that is effective only on June 30 next;
  3. Refusal to honor such assessment as may be required from time to time by the trustees to maintain an adequate number of reserve days in the bank;
  4. Being on approved leave of absence with the exception of personal illness or disability leave; or
  5. Retirement.

#### Dissolution of Bank

29. In the event the sick leave bank is dissolved, the total days on deposit shall be returned to the then participating members and credited to their personal sick leave accumulation in proportion to the number of days each has contributed individually. Days returned under this section and credited to the individual participant's accumulation shall be rounded to the nearest one half ( $\frac{1}{2}$ ) day.

#### B. Personal Leave (5.303)

All teachers shall be given up to two (2) days leave each school year for personal reasons. Such leave shall not be charged against accumulated sick leave.

#### C. Professional Leave (5.303)

1. Professional leave with full pay requires proper documentation and shall not be charged against accumulated earned leave.

\*procedure



- 2.** Such leave shall be granted for any teacher to attend school related functions, when funds are available, upon approval of the Board. Budgetary space will be provided for this item.
- 3.** Teachers on such leave shall receive full pay and benefits.

D. Jury Duty LEAVE (5.301)

- 1.** Any teacher absent from duty because he/she has been selected for jury duty, court duty, subpoenaed, or otherwise required to appear as a witness in a court of law shall be paid full salary by the Board in accordance with Tennessee Law.
- 2.** Such time away for said duty shall not be deducted from accumulated leave.

E. Bereavement Leave \*

- 1.** Teachers shall be granted bereavement leave following the death of a family member.
- 2.** Family members shall include spouse, child, parent, grandparent, brother or sister, aunt or uncle, any in-laws of the same degree, and situations where a parent-child relationship has been established in a family.
- 3.** Teachers shall be allowed three (3) bereavement days. With approval of the director, an additional two (2) days may be granted for travel more than one hundred and fifty (150) miles each way.
- 4.** Teachers will be allowed five (5) bereavement days for the death of a spouse, child, parent, sibling, grandparents, or in-laws of the same degree, or in other extraordinary circumstances as determined by the director of schools.

F. Military Leave (5.306)

- 1.** In order to be qualified for a Military Leave of Absence, an employee must be employed on a permanent basis with the Campbell County Board of Education prior to the granting of the Military Leave of Absence, and must immediately notify his/her supervisor and the Board of Education.
- 2.** An employee who is a member of any component of the Armed Forces of The United States shall, when ordered by the proper authority to active duty or service, be entitled to a paid leave of absence during the first thirty (30) school days, immediately notifying his/her supervisor and the Board of Education.
- 3.** An employee, upon request, will be granted a leave of absence without pay for a period of Military Leave that exceeds thirty (30) school days.

\*procedure

## Unpaid Leaves

### A. FMLA Leave (5.305)

- 1.** A leave of absence without pay for a period of up to four (4) months shall be granted for child rearing, pregnancy, or adoption.
- 2.** Requests for such leaves shall be made to the Director of Schools in writing prior to the commencement of the leave.

### B. Leave for Elected Office (5.309)

- 1.** Upon request, the Board shall grant a teacher such leave of absence, without pay, for a period of up to one (1) year for the following: Election or appointment to an office in a Federal or State government.
- 2.** The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter.
- 3.** Upon request, this leave may be renewed for an additional one (1) year.

### C. Health Leave (5.304)

Upon request, a teacher shall be granted a leave of absence for up to one (1) year without pay for reasons of health, and shall keep the Board informed of status.

## TEACHER PROTECTIONS

- A.** School authorities shall provide for correction of student behavior. The Board shall insure support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. (6.300)
- B.** The teacher shall have the right to impose classroom discipline where necessary and may use reasonable force to protect himself/herself from attack or to prevent injury to a student where intervention is a prudent course of action. (6.300)
- C.** A teacher shall have the right to temporarily exclude a student from class when misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The teacher shall furnish the principal or designated representative as promptly as teaching obligations will allow, a written statement, signed, on the problem or incident. (6.300)
- D.** A student that has been excluded from class shall only be returned to that class when appropriate disciplinary action has been taken. (6.300)
- E.** In the case of any assault upon a teacher, the Board shall assist in every way possible in the handling of said incident by law enforcement and judicial authorities. (6.300)

\*procedure

- F.** Teachers' planning time will be unencumbered except in occasional and or special circumstances. <sup>1</sup>
- G.** Any teacher who resigns from his/her position during the term of his/her individual contract shall be released from employment by the board without prejudice, provided such request is made at least ten (10) working days prior to the date of resignation. ([6.300](#))

INVOLUNTARY TRANSFERS ([5.115](#))

- 1.** Written notice shall be provided to the teacher no later than 5 working days prior to the effective date for an involuntary transfer.
- 2.** Principal/Supervisor shall make every effort to find a qualified volunteer before requiring a teacher to involuntarily transfer.
- 3.** The teacher involuntarily transferred shall have the opportunity to meet with the Director of Schools, the appropriate Supervisor, and the Principal to discuss the transfer.
- 4.** If an involuntary transfer is from one building to another, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive two (2) full school (or work) days for preparation of instruction. If the transfer or assignment causes a change in grade level or subject area, the professional employee(s) affected shall be afforded one week to obtain the necessary materials and equipment to teach the new grade level or subject area. In such cases, no official classroom observations may occur within the first month of the new assignment. The school district shall provide the professional employee all equipment and materials needed for the transfer or new assignment equivalent to others in that grade level or subject area. A professional employee shall not be required or directed to move any materials or equipment other than during the school (or work) day.
- 5.** Absent just cause, the teacher may be considered to be transferred, upon the recommendation of the principal, back to their original position at the end of the school year.

Working conditions

- 1.** Except in emergencies, there will be no more than one (1) meeting per month before or after school affecting a group of teachers, and each meeting will last no longer than 60 minutes. \*
- 2.** Every effort will be made to equalize teacher/student ratios within grade levels and subject areas. \*
- 3.** a. The minimum length of the school day for students shall be 6 ½ hours. \* The school system will decide each year as the school calendar is compiled whether to extend the school day by an additional 30 minutes to stockpile time for dangerous or extreme weather conditions. The calendar committee will also determine if any portion of the 13 extra days earned this way would be used for meetings and/or training as outlined in [Tennessee Code Annotated 49-6-3004 \(e\)\(1\)](#). ([1.801](#))

---

<sup>1</sup> [Tenn. Code Ann. § 49-1-302 \(e\)\(2\)](#)  
\*procedure

- b. The length of the school day for teachers will be 7 hours and 30 minutes with exceptions for emergencies, for faculty meetings, and for scheduled in-service. ([1.801](#), [5.602](#), [5.603](#))

## **GRIEVANCE PROCEDURE**

### **A. GENERAL**

1. "Grievance" means any claim by any employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, misapplication of any written policy or practice of the Board.
2. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim for review under this grievance procedure.
3. A grievance may be withdrawn at any level without establishing precedent.
4. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
5. The Board and the district administration shall cooperate in the investigation of any grievance.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.
7. No reprisals shall be taken by the Board or the district administration against an employee because of his/her participation in a grievance.
8. Should the investigation or processing of any grievance require that an employee or a PEO representative or person of the employee's choosing be temporarily released from his/her regular assignment, the released time shall not result in loss of pay or benefits.

### **B. PROCEDURES**

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a PEO representative or person of the employee's choosing may accompany the employee to assist in the informal resolution of a grievance. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

#### **Step 1**

Employees or PEOs or person of the employee's choosing may present grievances in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant, a PEO representative or other person of the grievant's choosing, if requested, and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the PEO or other chosen representative shall be provided with the supervisor's written response, including the reasons for the decision.

#### **Step 2**

If the grievance is not resolved at Step 1, the grievant may refer the grievance to the director of schools within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The director of schools shall arrange for a meeting to take place within five (5) days of the director of schools' receipt of the appeal. Each party shall have the right to have the representative of its choosing and to include such witnesses as it deems necessary.

\*procedure

Within four (4) days after the meeting, the grievant shall be provided with the director of schools' written response, including the reasons for the decision.

**Step 3**

If the grievance is not resolved at Step 2 or the time limits expire without the issuance of the director of schools' written reply, the grievant may request a review by the Board within seven (7) days after the employee receives the written decision or within ten (10) days after the time limits for Step 2 have expired. The request shall be made in writing through the director of schools, who shall attach all dated documents and forward the request to the Board. The Board shall review the case; shall hold a hearing with the grievant; and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board shall be sent to the grievant, the director of schools, and the grievant's PEO or other chosen representative, if requested.

**Step 4**

If the grievant is not satisfied with the disposition of the grievance at Step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 20 days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

- a. Neither the Board nor the grievant shall be permitted to assert any new grounds or evidence before the arbitrator that were not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this Agreement.
- c. The arbitrator is empowered to award reinstatement, financial reimbursement, damages and/or other remedies.
- d. The fees and expenses of the arbitrator shall be shared equally by the grievant and the Board.

**C. ADVANCED STEP FILING**

- 1. If the grievant and the director of schools agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
- 2. If the grievant, the director of schools, and Board agree, Step 1 and Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to Step 3.
- 3. If the grievant, the director of schools, and the Board agree, a grievance may be submitted directly to arbitration.
- 4. Class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level shall be initiated at Step 2 by one or more affected grievants or PEOs or other chosen representatives.

**D. REPRESENTATION**

- 1. The Board acknowledges the right of a grievant, if affiliated, to have a PEO representative or person of the employee's choosing present at all levels of the grievance process, and no grievant shall be required to discuss any grievance if the representative of his/her choosing is not present.
- 2. When a grievant is not represented by a PEO or other person of the employee's choosing in the processing of a grievance, any resolution of a grievance shall, nevertheless, be consistent with the terms of this Agreement. However, the arbitrator's decision shall not serve as a precedent for future grievances or arbitrations in which a grievant is represented by a PEO or other chosen representative.

\*procedure

## **MODIFICATION OF AGREEMENT (REOPENERS)**

### **EXPLANATION**

A provision that explains the Agreement to be modified by mutual agreement during term of the Agreement.

- Sick Leave Usage #2

### **Insurance**

- A.** The Board will continue to fund full family health coverage for each Campbell County Board of Education professional employee at no less than eighty-two percent (82%) of the total premium cost. The Board shall provide thirty-five thousand dollars (\$35,000) in life insurance for each unit member at no cost to the member.
- B.** The Campbell County Board of Education agrees to continue to pay a portion of certified employee retiree health insurance premiums for any coverage type family, individual, or other in an amount equal to seventy-five percent (75%) of the cost of an individual policy premium not to exceed 100% of the actual premium inclusive of any state contributions toward the retiree's health insurance premium in accord with the following criteria:
- 1.** The certified employee retiree must have at least five (5) consecutive years of experience with the Campbell County Board of Education immediately prior to retiring.
  - 2.** The certified employee retiree must have EITHER:  
Thirty (30) years' experience with the State of Tennessee OR twenty (20) years' experience with the State of Tennessee AND be at least fifty-five (55) years of age. *\*(SEE IMPORTANT MESSAGE BELOW)*
  - 3.** The certified employee retiree must have been an eligible participating member in the health plan for at least three (3) consecutive years immediately prior to retiring.
  - 4.** This benefit will be provided to each qualifying retiree for either a period of time not to exceed TEN (10) years, OR until the onset of Medicare eligibility by age, WHICHEVER COMES FIRST.
- C.** To be eligible to receive this retirement benefit, the certified employee retiree should file appropriate retirement paperwork with the Finance Office by April 1<sup>st</sup> except in the case of a qualifying event.
- D.** With the exceptions and conditions outlined herein, all other qualifying eligibility criteria and/or plan changes (individual vs. family) requested by the retiree and approved by the state insurance commission are jointly approved by this agreement. Contingent upon approval of these eligibility/plan changes by the State of Tennessee, the Campbell County Board of Education will continue its contribution in accordance with this agreement.

\* IMPORTANT MESSAGE: Any certified employee retiring with at least 20 years and being less

\*procedure

than 60 years old should check with TCRS (teachers' retirement plan) for information regarding possible reduction in retirement benefits.

**This MOU will expire on June 30, 2025.**

**Signatures**

**Director of Schools, Jennifer Fields:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Board Chair, Sharon Ridenour:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*procedure